

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR

1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811-7258

June 1, 2011

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
State Capitol, Room 5035
Sacramento, California 95814**Re: Items Trailing Bargaining Unit 6 Memorandum of Understanding**

The newly-ratified Bargaining Unit 6 Memorandum of Understanding references that the State and BU 6 will meet and confer on items related to "Adult and Juvenile Parole Agents" (Attachment 1). On April 6th, the parties concluded bargaining on these parole agent issues. Attachment 2 is the parties' agreement on this topic and it is intended to be part of the BU 6 MOU. Specifically, the negotiated items relate to: parole agent safety equipment, work hours and duties, parole service associate duties, and work transfers. There are no associated costs to these provisions of the BU 6 MOU.

Also attached is a list of side letters under the 2001-2006 BU 6 MOU that the parties agreed to delete entirely or maintain in the current contract. Specifically, the parties agreed to roll over Side Letters 11 and 18 into the current agreement (Attachment 3). There are no associated costs with continuing Side Letters 11 and 18 in the BU 6 MOU.

Our office submits these attachments now for your review because the parties finalized the items after DPA's submission of the BU 6 tentative agreement to the Legislature. If you have any questions, please contact Tom Dyer, Legislative Coordinator, at (916) 327-2348.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald Yank', with a large, stylized flourish at the end.

Ronald Yank
Director

Attachments

cc: Members, Joint Legislative Budget Committee

Jody Martin, Principal Consultant
Joint Legislative Budget CommitteeGareth Elliot, Legislative Affairs Secretary
Office of Governor BrownMac Taylor, Legislative Analyst
Office of the Legislative Analyst

ecc: Nick Schroeder, Consultant Office of the Legislative Analyst	Maureen Ortiz, Consultant Senate Appropriations Committee
Marianne O'Malley, Director Gen. Government Office of the Legislative Analyst	Geoff Long, Chief Consultant Assembly Appropriations Committee
Richard Gillihan, Asst. Program Budget Manager Department of Finance	Roger Dunstan, Consultant Assembly Appropriations Committee
Craig Cornett, Chief Fiscal Policy Advisor Office of the Pro Tem	Pamela Schneider, Consultant Senate PE&R Committee
Charles Wright, Chief Consultant Office of the Pro Tem	Karon Green, Chief Consultant Assembly PER&SS Committee
Chris Woods, Budget Director Office of the Speaker	Therese Twomey, Consultant Senate Republican Caucus
Greg Campbell, Chief Consultant Office of the Speaker	Terry Mast, Consultant Assembly Republican Caucus
Seren Taylor, Staff Director Senate Republican Fiscal Office	Alene Shimazu, Chief Fiscal Analysis, DPA
Chantele Denny, Consultant Senate Republican Fiscal Office	Julie Chapman, Deputy Chief Labor Relations, DPA
Anthony Archie, Consultant Assembly Republican Fiscal Office	Pam Manwiller, Asst. Deputy Chief Labor Relations, DPA
Peter Schaafsma, Staff Director Assembly Republican Fiscal Office	
Keely Bosler, Staff Director Senate Budget Committee	
Kris Kuzmich, Consultant Senate Budget Committee	
Christian Griffith, Staff Director Assembly Budget Committee	
Mark Ibele, Consultant Assembly Budget Committee	
Bob Franzoia, Staff Director Senate Appropriations Committee	

ATTACHMENT 1

CCPOA Proposal

Formally by *aw*

Upon the parties' tentative agreement the parties shall convene two side tables to meet and confer regarding the terms and conditions of employment for Fire Captains and Adult and Juvenile Parole Agents ~~formally~~ contained in Articles XVII, XVII, and XIV of the parties 2001-2006 MOU. Any agreement reached in such negotiations shall be co-terminous with this MOU and shall become an addendum to this MOU.

Such negotiations shall conclude within 60 days unless mutually extended by the parties.

If the parties are unable to reach agreement at these side tables, the parties ^{main table} negotiating teams shall reconvene prior to any declaration of impasse.

By aw

TA 2-28-11

By
J. Weir

ATTACHMENT 2

CCPOA Proposal

Date: _____

Time: _____

Proposal # _____

18.01 CYA DJJ Field PA Safety Equipment and Procedures

A. The Department shall provide or otherwise make available to Field PAs necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual PA's request, subject to the mandatory arming policies of the Department, this shall also include department-issued weapons, ammunition carriers, holsters, handcuff cases and waist chains. Employees issued safety equipment will be required to comply with the policies, rules and directions of the department.

~~B. The State will issue every parole agent 18" expandable batons and baton scabbard. The State will also provide the appropriate initial training and yearly refresher training.~~

~~B. C.~~ Each PA assigned a State-owned vehicle shall also be assigned standard emergency equipment which includes such things as flashlight (all future-purchased flashlights shall be a metal "mag" type light with dead-man switch), first-aid kit, blanket, reflectors, jumper cables, and CPR masks with a oneway valve.

~~C. D.~~ The safety equipment at each parole unit shall include two (2) full sets of restraint gear.

~~D. E.~~ HIV-infected parolee:

1. The State will make available to all parole unit offices, department approved protective clothing to be used as needed by PAs upon request. Disposable protective clothing will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask and any other protective equipment deemed appropriate by the Department.

2. The Department will continue to provide PAs updated information regarding departmental policy and procedures and other information concerning the handling of HIV-infected inmates and parolees.

~~E. F.~~ The State will provide each PA in the Department with an appropriately sized protective vest/soft body armor. ~~All newly-purchased vests shall minimally be able to stop a 9mm bullet. All vests shall minimally be a Level 3A. Vests shall be replaced prior to expiration dates and replacements upgraded in protection levels as technology improves.~~ Each PA shall adhere to the rules, policies, and directives of the State in the use, carrying, wearing and maintenance of the individually-assigned protective vest/soft body armor. Protective vests shall be checked annually, during safety equipment inspections.

~~F. G.~~ The State shall provide each PA a "ready bag" suitable for storing the individually-assigned protective equipment. The State shall provide a gun locker

to be
NP
a secure / contraband

and/or secured storage locker at every Parole Agent's assigned parole office.
The State shall also provide ~~an~~ evidence locker at every parole office, of dimensions that appropriately accommodate storage of evidence ~~/contraband~~.

G. H. The Department agrees to provide each PA with a cellular/two-way radio telephone. *NP*
to

H. I. Each Department PA hired before January 1, 1988, may choose to not carry the departmentally-authorized weapon, the optional, personal 9mm semiautomatic pistol or .38 caliber revolver. All Agents hired after January 1, 1988, shall carry either the departmentally-issued weapon, a personal, departmentally-approved 9mm, semi-automatic pistol, or a personal, departmentally-approved .38 caliber revolver, and ammunition. CYA DJJ agrees to replace all departmentally issued .38 caliber revolvers with a 9mm semi-automatic weapon for all Parole Agents who prefer to be issued a 9mm semi-automatic in lieu of a .38 revolver, the type to be determined by management. The make and model of the State issued 9mm to be determined by management. The phase out period for the .38 caliber revolver will take place over the life of the contract. An Agent wishing to carry a personal, departmentally-approved semi-automatic pistol or revolver may continue to be authorized as stated in the MOU and Parole Services Manual.

I. J. An Agent wishing to carry a personal, departmentally-approved 9mm semi-automatic pistol, or a personal, departmentally-authorized .38 caliber revolver must comply with Section 18.02 and departmental policy. Additionally, the Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the personal 9mm or personal .38 caliber weapon. These weapons may only be carried in the properly designated holster(s) which have been approved by the Department. The Agent shall also carry only departmentally-issued ammunition. Participation in this program is voluntary. (See Appendix Item #5)

J. K. PAs shall be allowed to use ~~SOA and departmentally approved~~ ranges pursuant to Section 18.02, for off-duty practice with either the State-issued weapon, the Agent's own 9mm weapon, or the Agent's own .38 caliber revolver. *NP*
to

K. L. The Department shall develop protocols for handling hazardous waste, and adequately train each PA in the protocol. The State shall provide each PA with a portable hazardous waste disposable unit that would be carried in the PA's vehicle, and on the PA's person during the searches. Additionally, each PA unit shall have hazardous waste disposal "containers" for dirty needles and urinalysis samples.

NP
to
3-30-11

service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) days' written notice of separation from State service if personally served, and at least ten (10) days' written notice, if served by mail.

Don G.
W. W. W.
3-30-9

TA 3-30-11
JW
2 Sep 2:50pm

3-30-11

CCPOA Proposal

a duty-free meal
break may be taken
JW

Date: _____

Time: _____

Proposal # _____

18.03—CYA DJJ Field PA, and YOPB BOPH Board Coordinating PA and Community Service Consultant Work Hours

A. The normal work schedule for CYA—DJJ Field PAs, and YOPB BOPH Board Coordinating PA, and Community Service Consultant shall be one hundred sixty-eight (168) ~~sixty-four (164)~~ hours in a twenty-eight (28) day work period. Normally, the work period schedule shall reflect a four (4) day or five (5) day work sequence with traditional weekend days as RDOs. Their workday may be scheduled without a meal break or, may schedule a meal break varying from thirty (30) minutes to one (1) hour. The above-referenced classes shall submit to the supervisor for approval a projected work period schedule, seven (7) workdays prior to the beginning of each work/pay period, based on existing practices. A projected work schedule is tentative and subject to changes by the parole agent, as crisis and unforeseen circumstances occur. Any changes in the projected work schedules, excluding emergencies, will require prior supervisory approval. There shall be no arbitrary denial of a submitted work schedule. If a work schedule is denied, the supervisor shall state, in writing, the reason for the denial.

The above referenced classes will advise their supervisor of emergency changes no later than the next work day. If the above-referenced classes do not submit a monthly work schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns as classification, parolee/inmate contact, programs, custody, and other routine or special assignments appropriate to the above-referenced classifications and responsibilities.

B. All CYA DJJ Field PAs and YOPB-BOPH Board Coordinating PA's, and Community Service Consultants may schedule at least one (1) four-ten-forty (4/10/40) work weeks and/or eight-nine-eighty (8/9/80) work weeks in accordance with Section 18.03 A. above per period.

The denial of the alternate work schedule
may be appeal to the Assistant Secretary
of CDCR Labor Relations. JW

MANAGEMENT COUNTER PROPOSAL

Division of Juvenile Justice Parole Services Associate

March 30, 2011

The State agrees that Parole Services Associates shall not engage in peace officer duties (e.g., make arrests, book individuals in to jail and transport parolees). The Parole Services Associates will perform all duties included in their specifications.

TA 3-30-11

Par 2.

JWini 305pm

CCPOA PROPOSAL

New Section 18.06

March 30, 2011

Parties agree to convene a labor management committee to discuss, amongst other issues, training for DJJ Field Parole Agents, safety equipment, workload and case count credits.

T.A

AWM 3-30-11

2⁵² r

Ben Y.

CCPOA PROPOSAL

Telephone Calls Outside Work Hours

March 30, 2011

Any employee who is required to conduct business outside his or her work hours will receive credit for time worked. This provision shall not apply in situations where an employee receives callback pay.

TA

3-30-11

305 pm

Ray
Merrill

CCPDA
Proposed

3-30-11

Halloween

18.04

1A
Jude
3-30-11
2:50pm
3-30-11
2:50pm

Article 19 Rollover TAs

19.01 – Rollover with technical clean-up, except strike the second paragraph of sub-section A and insert the word "baton" in the list of items identified in the first paragraph of that subsection.

19.02 – Rollover, except strike the last sentence in sub-section G that references LEIU and OSAP.

19.04 – Rollover

19.05 – Rollover with technical cleanup

19.07 – Rollover with technical cleanup.

TA 3-30-16
JW
744 pm
LV

Parcel by Laura
3-29-11
7:10pm

Date: _____

1A
3-30-11
OK
7:34 AM

PAROLE AGENTS
C-PAT [Signature]
[Signature]

1. C-PAT (see YV)
2. PAR Agents)

The normal work schedule for CDC DAPO PAs shall be a four (4) or five (5) day work week, as dictated by the workload, and approved by the supervisor in accordance with paragraph D. below. The Agent may schedule, with supervisory approval, other than an eight (8) or ten (10) hour day. The work week shall start on Monday and end on Sunday.

Work hours, subject to supervisor approval, will be scheduled between 6:00 a.m. and 10:00 p.m., except as emergency and operational needs dictate. The work day may include, at an employee's discretion, no meal break, or an optional one (1) hour, or one-half (½) hour meal break which shall occur approximately in the middle of the work day.

If there are no volunteers, the necessary core hour coverage in the administrative assignments shall be determined by inverse seniority.

- B. No work will be routinely scheduled between the hours of 10:00 p.m. and 6:00 a.m. Each work day will be a minimum of at least four (4) work hours and a maximum not to exceed twelve (12) work hours, except as emergency and operational needs dictate.
- C. Work schedules shall include a minimum of four (4) evenings per month. These mandated evenings shall be in the field, except if previously waived by the supervisor. This waiver will be the exception rather than the norm. These mandated evenings each month will be worked until at least 7:00 p.m. **This shall not prohibit Agents from scheduling additional voluntary evenings.**
- D. Each PA shall submit a proposed work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the scheduled month for supervisory approval. The State shall develop and standardize a work schedule form to be utilized statewide. The schedule will represent all work hours which shall include all work days, weekend work, evening work, days off, Officer of the Day duties, four (4) hours of 7K activity, and other special assigned responsibilities.

The supervisor shall ensure that all Agents comply with the scheduling requirements of the contract and the meeting of operational needs. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled month, unless it can be documented that the scheduled work hours as submitted would be detrimental to the needs of the office or would hinder the PA in the performance of his/her duties and responsibilities. **This documentation shall be provided if requested by the employee.** If the PA does not submit a monthly work schedule, the supervisor will assign the work schedule.

During the scheduled month, the supervisor may occasionally adjust the work hours based on operational needs with written justification to the PA. This adjustment shall not be intended to avoid the assignment of overtime. PA requested changes in the work schedules, excluding emergencies, will require prior supervisory approval. PAs will advise the supervisor of emergency changes no later than the next work day.

- E. Recognizing the need for representatives from local enforcement agencies to contact PAs during non-scheduled work hours and days about parolee/ inmates assigned to their supervision, PAs shall have their home telephone or contact number on file with all local law enforcement agencies in the geographical area covered by the PA's assigned unit. A state contracted answering service will comply with the above needs.
- F. Should a PA need to respond in person to such calls, the Agent shall receive a minimum of four (4) hours call-back and shall be compensated in accordance with other provisions of this MOU.
- G. Travel Time:
1. Office days: When a PA has an "officer of the day duty" or when he/she has to go to the office at the beginning of his/her shift, the Agent shall be paid beginning at the time of arrival at the office, unless that agent began his/her workday in the field.
 2. Field days: When the PA leaves his/her home and travels to a field contact, hours of work shall start on the arrival of the Agent at the field contact location. If it takes longer to travel from the PA's home to the field contact location than the amount of time it takes the PA to travel from his/her home to the office, then the PA's work time shall start at the interval of time the PA usually uses to get to work.
 3. Emergencies or call-back: If the PA is requested to respond to an emergency or suffers any other work before arriving at the office, field contact location, or traveling for the period of time it usually takes to get to the office, the PA's work day shall start at the moment he/she suffers work.
 4. The Department shall enforce the ~~forty (40)~~ ~~sixty-five (65)~~ mile resident limit for all PAs with a home storage permit, ~~except for the following counties: San Mateo, San Francisco, Monterey, Alameda, Santa Clara and Los Angeles will have a sixty-five (65) mile resident limit.~~
Parole Agents will not be administratively transferred more than ~~fifty (50)~~ ~~forty (40)~~ miles from their residence.
- H. Agents may work as two (2) person team(s) with prior supervisory approval.
- I. The Department shall attempt to provide reasonable advance notice of scheduled mandatory training.

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TA
Aubin
3-30-11

19.XX Parole Agent Requested Transfers

- A. The State has varying business needs to fill vacant positions by using existing eligible lists, involuntary transfers, reassignments, Executive Orders, program closures or other selection methods based on, for example, balancing the work force or pre-announced specialized skills, abilities or aptitudes.

The parties acknowledge that Parole Agents (PAI/PAIs) may want to transfer to another Region/Complex/Unit within the Division of Adult Parole Operations (DAPO). Therefore, the following seniority-based procedure, which is consistent with section 12.01 of the MOU, is established to facilitate a Parole Agent's request to transfer to a caseload within the Agent's same classification but different location.

- B. Agents cannot utilize this process to either transfer between Units within the same complex or transfer out of a complex that has a vacancy rate of more than 10%. FUNA, DRUNA, C-PAT and Administrative Assignments are ineligible for this process.
- C. Agents in a non-specialized caseload can only transfer to a non-specialized caseload. Agents in a specialized caseload can transfer to the same specialized caseload or a non-specialized caseload.
- D. Agents desiring to transfer must submit to the applicable Regional Headquarters a Standard Application Form 678 and CDCR Form 923, which shall identify the desired District(s)/Complex(es)/Unit(s) and the numerical order of preference. The employee's written requests shall be processed at the Regional Headquarters within thirty (30) days of submission and placed in seniority order with the others who have requested transfer to the same District(s)/Complex(es)/Unit(s). The Appointing Authority or designee shall provide the agent(s) submitting a request for transfer with an acknowledgment of receipt of the transfer request.
- E. Agents' requests shall be kept on file at the applicable Regional Headquarters through June 30 of each fiscal year or removed earlier at the request of an agent. All requests shall be (re)submitted on or after the following July 1. At the request of CCPOA, the location of and access to an agent's transfer file will be provided to the CCPOA Representative.
- F. The State agrees to fill vacancies in Parole Agent classifications by either lateral transfers, list appointments, reinstatements, program closures, training and development or permanent full-time appointments from the academy. In the interest of continuously facilitating lateral transfers, the Regional/Unit Managers will determine the number of vacant positions to be filled in a given District/Complex/Unit and will fill at least every other vacancy via lateral transfer until all requests for that District/Complex/Unit have been exhausted. In the event there are no transfer requests on file for a given location, filling of a vacancy will not count as a management selection.
- G. A reconciliation of vacant positions, lateral transfer requests and lateral transfers will be made six (6) months after ratification of the MOU and on a yearly basis by the Appointing Authority and will be shared with and explained to CCPOA upon request of a CCPOA Representative.

TA
4-5-11
7:16 pm
J. Williams
J. Williams

- H. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be transferred unless there is clear evidence that such a transfer would be adverse to the best interest of the Department, for example the employee (1) is currently under investigation for misbehavior which could lead to adverse action, (2) has had an adverse action in the last three (3) years or (3) has had an overall substandard performance evaluation in the preceding 12 months. In addition, in order to be eligible for transfer under this section, the employee must have been employed by DAPO as an Parole Agent for more than 36 months and cannot have utilized this process in the last 24 months at the time management makes the offer to the employee to transfer, unless the employee has demonstrated a hardship that did not exist at the time of the initial transfer.
- I. Upon ratification of this MOU, eligible Parole Agents may submit his/her initial selection(s) consistent with this section. Within sixty (60) days of ratification of the MOU, the seniority-based transfers described in this section shall commence.
- J. This procedure may be superseded in favor of an employee receiving a transfer based on a bona fide hardship. If the transfer is contested, the Appointing Authority or designee shall explain the basis for the waiving of this section to CCPOA's Representative.
- K. Travel Time Allowance: Upon request, the State may authorize an employee to take a reasonable amount of vacation, PLP, CTO, or holiday time off between transfers from one (1) location to another where the transfer requires the employee to move his/her residence at their own expense. Such requests will not be unreasonably denied by the receiving District/Complex/Unit.

TA
J Wein
4-5-11

ATTACHMENT 3

3-17-11 7:50am

No.	Sideletter Description	Status Under New MOU & Explanation	TA
#1	Regarding Drop	Delete - We're not studying Deferred Retirement Option Programs ("DROPs").	75/11 A. Wein JP
#2	Regarding Section 9.01 - Probationary Periods	Delete - Language regarding not instituting 2-year probationary period is unnecessary given language of MOU.	75/11 A. Wein JP
#3	Regarding 9/13 D.3.d - Substance Abuse	Delete - This meeting regarding the Drug Testing Program has already occurred.	75/11 A. Wein JP
#4	Regarding 10.02 and 15.12 - 998 Agreement	Deleted - The parties have already agreed to delete this Sideletter per their TA on 10.02.	Completed on 3/15/11 75/11 A. Wein JP
#5, #8, #10, #14	Regarding Section 27.01 - Entire Agreement, Notice Requirements, Bargaining Requirements and Proposed Court Orders	Deleted - The parties have already agreed to delete these Sideletters per their TA on 27.01.	Completed 3/15/11 75/11 A. Wein JP
#6 #7	Regarding Section 15.17 - Education Incentive and Section 16.02 - Gun Lockers and State Firing Ranges	Deleted - The parties have agreed to delete CPOST in 8.03. These Sideletters related to CPOST are deleted accordingly.	Completed 3/13/11 75/11 A. Wein JP
#9	Regarding Expedited Arbitration	Deleted - The parties have agreed to a new Expedited Arbitration section in both 27.01 and Article 6. This Sideletter is deleted accordingly.	Completed 3/11/11 and 3/15/11 75/11 A. Wein JP
#11	Regarding Section 27.01 Retirement Benefits	Rollover - State will agree to roll over this Sideletter and rename it Sideletter #1.	75/11 A. Wein JP
#12	Regarding Section 9.09 - CDC/CYA Personnel Investigation	Deleted & Incorporated - The parties agreed to incorporate the language of this Sideletter into their TA on 9.09. As such, it is deleted as a separate Sideletter.	Completed 3/11/11 75/11 A. Wein JP
#13	Regarding Section 18.04 CYA PA Workload	Delete & Incorporate - State will agree to incorporate language of this Sideletter, but wants to incorporate it into the new Article 6, the improvements to which are still being discussed by the parties. As such, it is deleted as a separate Sideletter.	75/11 A. Wein JP
#15 #17	Regarding CYA MTA Uniform and MTA Watch/Regular Days Off Preference	Delete - There are no MTAs in DJJ. Both of these Sideletters are deleted accordingly.	75/11 A. Wein JP
#16	Regarding CYA Living Unit Staffing	Deleted - This Sideletter was deleted per the parties' TA on section 24.04.	Completed 3/11/11 75/11 A. Wein JP
#18	Regarding 13.10 Rural Health Care Equity Program	Rollover - State will agree to roll over this Sideletter and rename it Sideletter #2.	75/11 A. Wein JP
#19	Regarding Section 12.04 CDC/Parole and Community Services	Delete & Incorporate - The subject matter of this Sideletter will be addressed at the Parole side table. As such, it is deleted as a separate Sideletter. Any agreement on this subject can be incorporated into a new Sideletter.	Keep

**SIDELETTER #11 — REGARDING SECTION
27.01 — RETIREMENT BENEFITS**

During the term of this Agreement, if legislation is enacted providing any state employees either an increase of the income cap on retirement benefits above eighty-five percent (85%) or a Deferred Retirement Option Plan (DROP), the State agrees to include Bargaining Unit 6 employees in the legislation.

**SIDELETTER #12- REGARDING SECTION 9.09/
- CDC/CYA PERSONNEL INVESTIGATIONS**

This addendum does not diminish any of the employee rights and protections in Section 9.09.

Employees ordered to attend an investigatory interview by CDC/CYA shall be informed in one (1) written document of: (1) the subject matter (scope) of the investigation, (2) whether the employee is deemed a witness or a subject of the investigation, (3) whether the investigation is for purposes of administrative discipline or is considered a criminal investigation, and (4) his/her right to representation. If the employee is designated a witness, the notice shall allow a reasonable amount of time for the employee to obtain a representative. In criminal investigations, the representative will be an attorney or a member of the legal staff of CCPOA working under the direction and supervision of an attorney and the notice will allow a reasonable amount of time for the representative to travel to the location of the interview. If the employee is designated a subject of the investigation, the employee will be given at least twenty-four (24) hours advance notice of the investigatory interview.

If CDC/CYA decides to immunize a witness in an administrative or criminal investigation, the immunization shall be accomplished by reading into the tape recording, the administrative or criminal witness admonishment form provided in Appendix Item #17. The employee shall be given a copy of the signed form at the conclusion of the interview.

An employee or the employee's representative will be permitted to tape record the interview. At the conclusion of the interview, if the employee was designated a

**SIDELETTER #16 REGARDING CYA LIVING
UNIT STAFFING**

Management agrees to realign the vacation and holiday relief to more correctly reflect the relief tied to the YCC posts.

Management agrees to submit a Budget Change Proposal requesting additional positions in order to eliminate the supervisor from the posting pattern for the living unit.

**SIDELETTER #17 REGARDING MTA WATCH/
REGULAR DAYS OFF PREFERENCE**

It is agreed that Medical Technical Assistants assigned to the Northern California Youth Correctional Center shall be eligible for Watch/Regular Days Off preference, effective January 1, 2002. It is the intent of the parties to use the existing shift and bid procedures. Should the number of posts drop to eight (8) or less, this provision will no longer be in effect and post assignments will be made by management.

**SIDELETTER #18 REGARDING 13.10 RURAL
HEALTHCARE EQUITY PROGRAM (RHCEP)**

The parties agree that in those areas/counties which CalPERS staff have defined as "rural" due to PERS HMO plans not being offered at all in the area, or PERS HMO plans in the area, Unit 6 members shall be eligible for the rural area subsidy program if they enroll in PERS PPO plan. If they cannot manage to enroll in a CalPERS approved HMO plan still offering services in that area, they are free to do so, but will not receive the rural area subsidy.

**SIDELETTER #19 REGARDING 12.04 CDC/
PAROLE AND COMMUNITY SERVICES DIVISION
(P&CSD) TRANSFERS**

- A. For the purpose of filling vacant Revocation, Re-entry, USINS, and field Parole Agent (PA) I/II positions by lateral transfer, agents may permanently request to transfer to another location, within the employee's department and classification. A vacancy exists when a position needs to be filled. If the vacant position is not assigned to a specific region, it shall be assigned to the region where the work site is located.